

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
SOUTH BEND DIVISION

BRIAN BURBANK,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CAUSE NO: 3:18-cv-00800-RLM-MGG
	)	
PLANET FORWARD, LLC d/b/a	)	
PLANET FORWARD ENERGY	)	
SOLUTIONS, LLC,	)	
	)	
Defendant.	)	

**JOINT MOTION FOR APPROVAL OF  
SETTLEMENT AGREEMENT AND ISSUANCE OF FINAL ORDER**

Plaintiff, Brian Burbank (“Plaintiff”), by counsel, and Defendant, Planet Forward, LLC d/b/a Planet Forward Energy Solutions, LLC (“Defendant”), by counsel, jointly move this Court to approve the settlement agreement reached between them and to dismiss this case, with prejudice. In support of this motion, the parties state:

1. Plaintiff filed this lawsuit against Defendant on September 28, 2018, alleging violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et. seq.*, (“FLSA”).
2. The parties have been engaged in ongoing settlement negotiations before and after Plaintiff filed the lawsuit. Although Plaintiff had served the Complaint on Defendant, the Parties agreed that, should their settlement negotiations prove unsuccessful, they would jointly move the Court to allow Defendant an appropriate extension of time to file its Answer or other responsive pleading.
3. There exists between the parties a *bona fide* dispute under the FLSA. The parties recognize the outcome in the lawsuit is uncertain and achieving a final result through litigation requires additional risk, discovery, time, and expense.

4. Throughout the ongoing negotiations, Defendant has denied, and continues to deny, the allegations in the lawsuit or that it is liable for alleged violations of the FLSA or that it owes any damages to Plaintiff.

5. Defendant, without admitting or conceding any liability or damages, and to avoid the burden, expense, and uncertainty of continuing the lawsuit, has agreed to settle the lawsuit.

6. Plaintiff, with the assistance of his undersigned counsel, has investigated and evaluated the facts and law relating to the claims asserted in the lawsuit. After balancing the benefits of settlement with the costs, risks, uncertainty, and delay of continued litigation, Plaintiff believes that the settlement reached between the parties is in his best interest and represents a fair, reasonable, and adequate resolution of the lawsuit.

7. The settlement agreement has been executed by all parties.

8. The parties' agreement settles all claims and matters pleaded in Plaintiff's complaint fully and forever.

9. The parties have agreed to keep the terms of the settlement agreement confidential, with limited exceptions set forth in the agreement. Defendant is contemporaneously filing a motion for leave to file the settlement agreement under seal and will separately provide the Court with a copy of the settlement agreement pursuant to the Court's CM/ECF Manual guidelines for submitting confidential material. However, to the extent the Court does not approve the motion to seal because of confidentiality, the parties agree that the confidentiality provision in the settlement agreement can be stricken therefrom.

WHEREFORE, the parties respectfully move the Court to approve the settlement agreement as a fair and reasonable resolution of a *bona fide* dispute under the FLSA and to enter a final order dismissing all claims against Defendant with prejudice.

ATTORNEYS FOR PLAINTIFF

ATTORNEYS FOR DEFENDANT

/s/ Bradley L. Wilson

Bradley L. Wilson  
John H. Haskin & Associates  
255 North Alabama Street, 2<sup>nd</sup> Floor  
Indianapolis, Indiana 46204

/s/ Andrew M. Spangler, Jr. (w/ permission)

Andrew M. Spangler, Jr.  
Barack Ferrazzano Kirschbaum &  
Nagelberg LLP  
200 West Madison Street, Suite 3900  
Chicago, Illinois 60606